

Chicago Title
GF# CTA 210 4793

RETURN RECORDED DOCUMENT TO:

NovaSource Enterprises, LLC
32 West Fireclay Avenue
Murray, UT 84107

EASEMENT AND COVENANT AGREEMENT

THIS EASEMENT AND COVENANT AGREEMENT (the "EASEMENT") is executed this 30 day of JUNE, 2022, by and between NovaSource Enterprises, LLC and Kayscreek Development, LLC, or assigns ("Lot 7B Owner") and Jose Clemente Vazquez, or assigns ("Lot 7C Owner"), collectively referred to as ("Parties"). In consideration of the premises and the mutual promises contained herein, the Parties covenant and agree as follows:

RECITALS

A. Lot 7B Owner is the owner of certain real property situated in the City of Buda, County of Hays, State of Texas, as more particularly depicted on Exhibit "A" as Lot 7B which is attached hereto and incorporated herein by this reference;

B. Lot 7C Owner is the owner of certain real property situated in the City of Buda, County of Hays, State of Texas, as more particularly depicted on Exhibit "A" as Lot 7C which is attached hereto and incorporated herein by this reference.

C. The Parties desire to establish a perpetual exclusive easement in favor of Lot 7B Owner of a portion of Lot 7C described on Exhibit "B" and hereinafter referred to as the easement area ("Easement Area").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants herein contained, the parties covenant and agree that Lots 7B and 7C and all present and future owners, tenants, occupants, and invitees of the respective lots shall be and hereby are subject to the terms, covenants, conditions and restrictions as follows:

1. **DEFINITIONS.** For purposes hereof:

1.1 The term "Owner" or "Owners" shall mean Lot 7B Owner, Lot 7C Owner, and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Lots, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, subdivision, lot separation, or otherwise, but not including the holder of any lien or encumbrance on such Lots or any portion thereof.

1.2 The term "Permittees" shall mean the tenant(s) or occupant(s) of the Lots, and the respective employees, agents, contractors, customers, invitees, and licensees of (a) the Owners of such Lots, and/or (b) such tenant(s) or occupant(s).

2. **PERPETUAL EXCLUSIVE EASEMENT.**

2.1 Grant of perpetual exclusive easement. Lot 7C Owner hereby grants to Lot 7B Owner a perpetual exclusive easement pertaining to the Easement Area for design and construction of improvements,

access, parking, and general use the Easement Area, subject to existing covenants, conditions and restrictions. Lot 7B Owner reserves the right to reconfigure or construct structures, entryways, driveways, drive aisles, rights-of-way, access ways, parking areas and stalls, walkways, sidewalks and landscaped areas and other such facilities.

2.2 Costs and Expenses including Real Property Taxes. Lot 7B Owner shall be responsible for all costs and expenses to plan, permit, construct and maintain any improvements within the Easement Area and a pro-rata portion of real estate taxes assessed against Lot 7C, so long as the referenced perpetual exclusive Easement exists.

2.3 Right of Termination. In the event Lot 7B Owner is unsuccessful in obtaining an additional curb cut along Old San Antonio Road on behalf of the City of Buda, Lot 7B Owner shall have the unilateral right to terminate this Easement by providing Lot 7C owner written notice. Thereafter Lot 7C Owner shall have control of and be responsible for the Easement Area including real estate taxes. Lot 7B Owners rights specifically granted by the Easement shall terminate, but Lot 7B Owners shall maintain its rights pursuant to the pre-existing covenants, conditions and restrictions of record ("CCRs") for the retail development.

3. SITE PLAN APPROVAL OF LOT 7C. The Parties acknowledge and agree Lot 7B Owner shall have the right to approve the development site plan for Lot 7C. The Parties contemplate the development of Lot 7C and Lot 7B Owner hereby approves the site plan attached hereto as Exhibit "C" ("Lot 7C Site Plan") so long as it does not include the Easement Area as part of the Lot 7C Site Plan. Lot 7C Owner shall have the right to develop consistent with the Lot 7C Site Plan without further approval by Lot 7B Owner. However, if material modifications are required by the City of Buda or otherwise approved by Lot 7C Owner, Lot 7B Owner shall have the right to approve said changes, said approval not to be unreasonably withheld or delayed.

Once Lot 7C has been fully developed consistent with the Lot 7C Site Plan or as approved by Lot 7B Owner, this site plan approval by the Lot 7B owner shall expire and shall be of no further force and effect.

4. INDEMNIFICATION. Each Owner having rights and/or obligations with respect to the easements and covenants granted in this Agreement shall indemnify and hold the other Owner harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys' fees and legal costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

5. DEFAULT, REMEDIES AND ENFORCEMENT.

5.1 Notice of Default, Cure Rights and Lien Rights. If any Owner defaults under its regular maintenance, repair and replacement obligations as described in this Agreement, the other Owner may give such defaulting Owner written notice of the claimed default, and such defaulting Owner shall have thirty (30) days following the receipt of such written notice to cure such default. If the default remains uncured following the thirty (30) day period, or if such default is not curable within the thirty (30) day period and the defaulting Owner has failed to begin to cure such default within the thirty (30) day period, the other Owners may, but shall not be required to, cure the default itself, and then bill the defaulting Owner for the reasonable costs incurred in curing such default. Each such bill shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The defaulting Owner shall pay all such bills within thirty (30) days after receipt of the bill. In the event the defaulting Owner fails to timely pay any bill, the unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date until the date such amount is paid in full. Furthermore, until such bill is paid in full, the amount thereof shall constitute a lien on the defaulting Owner's Lot. Such lien shall only be effective when filed of record by the non-defaulting Owner as a claim of lien against the defaulting Owner's Lot in the office of the recorder of the county in which the Lot is located, signed and verified, which shall contain at least: (a) an itemized statement of all amounts due and payable pursuant hereto; (b) a description sufficient for

identification of that portion of the defaulting Owner's Lot which is the subject of the lien; and (c) the name of the defaulting Owner which is the subject of the lien.

5.2 All Legal and Equitable Remedies Available. In the event of a default or threatened default by any Owner or its Permittees of any of the terms, easements, covenants, conditions or restrictions hereof, the other Owners shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

5.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.4 No Termination for Default. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6. MISCELLANEOUS.

6.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder where the Lots are located.

6.3 No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

6.4 No Agency. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

6.5 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Lots and create equitable servitudes in favor of the Lot(s) benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

6.6 Grantee's Acceptance. The grantee of any of the Lots, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Owner or from any subsequent Owner of such Lots, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Lots so acquired by such grantee.

6.7 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

6.8 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery at the party's address shown below. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other parties.

6.9 Governing Law. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[Remainder of Page Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LOT 7B OWNER

NovaSource Enterprises, LLC,
a Utah limited liability company

By: NovaSource Management, Inc., Manager

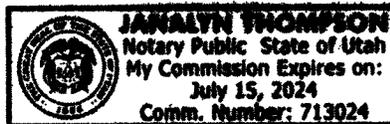
By: [Signature]
Shane D. Smoot, President

Date: 7/1/22

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1 day of July, 2022, personally appeared before me Shane D. Smoot, the President of NovaSource Management, Inc., manager of NovaSource Enterprises, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said company for its stated purpose.

[Signature]
Notary Public of Utah
Residing at: Salt Lake
Commission Expires: July 15, 2024



Kayscreek Development, LLC,
a Utah limited liability company

By: Hogan & Associates Construction, Inc., ^{Member}~~Manager~~

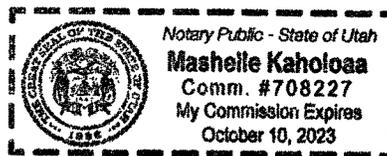
By: [Signature]
Cris Hogan, President

Date: 7/01/2022

STATE OF UTAH)
 Davis : ss
COUNTY OF SALT LAKE)

On the 1st day of July, 2022, personally appeared before me Cris Hogan, the President of Hogan & Associates Construction, Inc., manager of Kayscreek Development, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said company for its stated purpose.

[Signature]
Notary Public of Utah
Residing at: Davis County
Commission Expires: 10-10-23



JC

LOT 7C OWNER: *J. Marquez Properties LLC*
JC
Jose Clemente Vazquez, ~~an individual~~ its member

Date: 7/5/22

STATE OF TEXAS)
 : ss
COUNTY OF Tarrant)

On the 5 day of July, 2022, personally appeared before me Jose Clemente Vazquez ~~an individual~~ and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same. member of J. Marquez Properties LLC

[Signature]
Notary Public of _____
Residing at: _____
Commission Expires: _____

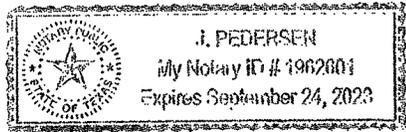


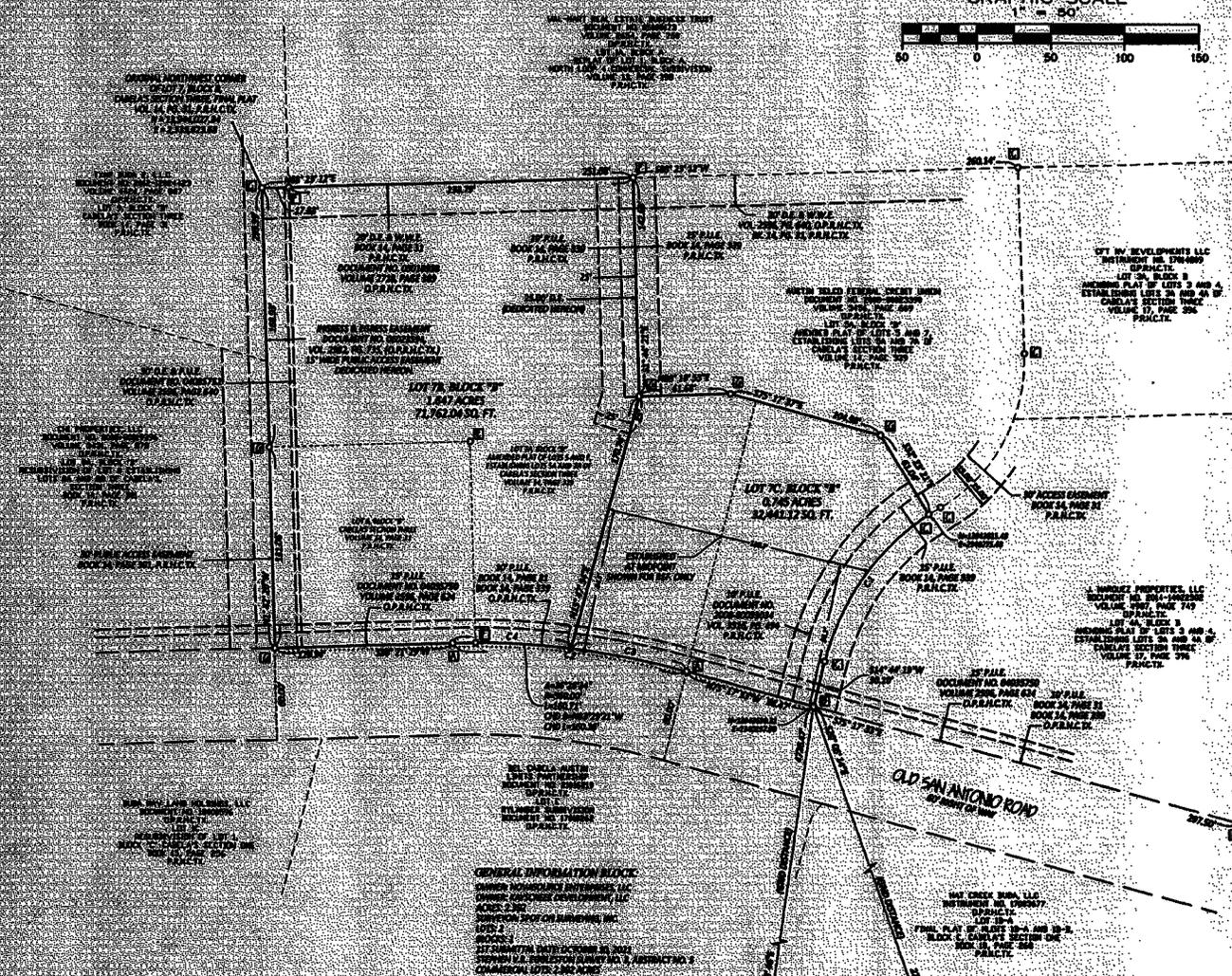
EXHIBIT "A"

PLAT

SHEET 1 OF 2 SHEETS

REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE. CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE 2.392 ACRES OUT OF THE STEPHEN V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5 IN THE CITY OF BUDA, HAYS COUNTY, TEXAS

STATION	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.
1+00.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+118.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+236.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+354.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+472.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+590.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+708.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+826.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+944.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00
1+1062.00	S 89° 57' 00" W	118.00	S 89° 57' 00" W	118.00



GENERAL INFORMATION BLOCK
OWNER: HONOLULU INVESTMENTS, LLC
OWNER: HONOLULU DEVELOPMENT, LLC
ACRES: 2.392
SURVEY FOR: COMMERCIAL LOTS 5A, 7A, 7B, 7C, 6, AND 7
SECTION THREE, CABELA'S SECTION THREE, ABSTRACT NO. 5, STEPHEN V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5, COMMERCIAL LOTS 5 AND 7, CABELA'S SECTION THREE

LEGEND:
S - SURVEYED
A - PUBLIC RIGHT OF WAY
E - EASEMENT
R - RIGHT OF WAY
C - CURVE
D - DITCH
W - WATER

ABBREVIATIONS / NOTES:
S - SURVEYED
A - PUBLIC RIGHT OF WAY
E - EASEMENT
R - RIGHT OF WAY
C - CURVE
D - DITCH
W - WATER

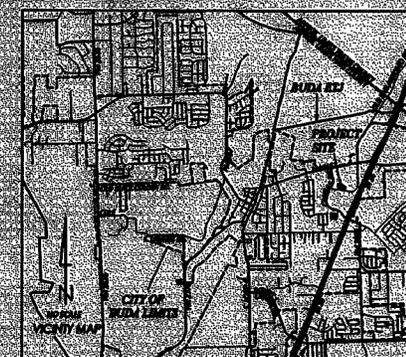
LISTINGS AND MATCH LINES:
NORTH LINE
EAST LINE
SOUTH LINE
WEST LINE

LOT NO.	ACRES	USE
5A	1.847	COMMERCIAL
7A	0.746	COMMERCIAL
7B	0.746	COMMERCIAL
7C	0.746	COMMERCIAL
6	0.746	COMMERCIAL
7	0.746	COMMERCIAL

AREA CALCULATIONS
TOTAL AREA: 2.392 ACRES
TOTAL AREA: 104,444.17 SQ. FT.

SURVEYOR'S CERTIFICATION:
I, SCOTT A. HANN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MEASUREMENTS WERE PROPERLY MADE UNDER MY SUPERVISION.

SCOTT A. HANN
DATE: 08/14/2024
BY: [Signature]



REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE. CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE. 2.392 ACRES OUT OF THE STEPHEN V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5 IN THE CITY OF BUDA, HAYS COUNTY, TEXAS

SURVEYOR'S NOTICE:
ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

BASELINE INFORMATION:
THE BASIS OF MEASUREMENT OF THE SURVEY HEREON IS THE 1983 NATIONAL TRIPATH NETWORK THAT ADJUSTS TO THE 1983 NATIONAL TRIPATH NETWORK AND CORRECTIONS THEREON AS SET FORTH THEREIN.

CITY CERTIFICATION:
I, John C. Hester, CITY CLERK OF THE CITY OF BUDA, HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE, CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS, ON THIS 15th DAY OF SEPTEMBER, 2004, IN ACCORDANCE WITH ALL REQUIREMENTS OF THE HAYES DEVELOPMENT CODE OF THE CITY OF BUDA.

WITNESSED MY HAND AND SEAL OF OFFICE OF THE CITY OF BUDA, TEXAS, ON THIS 15th DAY OF SEPTEMBER, 2004.
John C. Hester
CITY CLERK
CITY OF BUDA, TEXAS



STATE OF TEXAS KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF BUDA

I, Charles R. Cabela, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE, CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE, WAS APPROVED BY THE CITY OF BUDA, TEXAS, ON THIS 15th DAY OF SEPTEMBER, 2004, IN ACCORDANCE WITH ALL REQUIREMENTS OF THE HAYES DEVELOPMENT CODE OF THE CITY OF BUDA.

WITNESSED MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS, ON THIS 15th DAY OF SEPTEMBER, 2004.
Charles R. Cabela
COUNTY CLERK
HAYS COUNTY, TEXAS



GENERAL NOTES:

- LAND USE: 2-1000 FOR 2 COMMERCIAL USE.
- UTILITIES: NEIGHBORHOOD ELECTRIC COOPERATIVE, INC. WORK: CITY OF BUDA. WATERMAIN: CITY OF BUDA. SEWERLINE: SPECIFIC.
- THE PROPERTY IS LOCATED WITHIN HAYS COUNTY, TEXAS.
- THE PROPERTY IS LOCATED WITHIN THE CITY OF BUDA.
- ALL OTHER UTILITIES, GAS, CABLE, TELEPHONE, ARE THE OWNER'S RESPONSIBILITY.
- THE PROPERTY IS LOCATED WITHIN THE HAYS COUNTY SCHOOL DISTRICT.
- A SITE DEVELOPMENT PLAN REQUIRED BY THE CITY OF BUDA SHALL BE REQUIRED PRIOR TO THE DEVELOPMENT OF THIS LOT.
- NO OBJECTS ACCORDING BUT NOT LIMITED TO SIGNAGE, TRUCKS, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE BASIN.
- PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY SERVICES AS MAY BE NECESSARY AND SHALL NOT PROVIDE ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL ACCESS EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED, CREATED AND MAINTAINED BY THE PROPERTY OWNER OR THEIR SUCCESSORS.
- ALL UTILITIES IN THE SUBDIVISION SHALL BE CONFINED TO THE CITY OF BUDA STANDARDS TO BE MAINTAINED BY THE CITY OF BUDA.
- NO PORTION OF THE PROPERTY IS WITHIN THE EASEMENTS OF THE CONDUITS OR THE TRANSMISSION TOWERS OF THE BUDA POWER.
- STADING AREAS SHALL BE IN CONFORMANCE WITH CITY OF BUDA SIGNING ORDINANCE REQUIREMENTS.
- SEWERLINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BUDA SIGNING ORDINANCE REQUIREMENTS.
- NO PORTION OF THE TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF THE 100 YEAR FLOOD INSURANCE RATE MAP (FIRM) NUMBERED 13084C, DATED SEPTEMBER 2, 2004. THE TRACT FALLS WITHIN ZONE "X". FLOOD ELEVATIONS TO BE CHECKED ON THE 100 YEAR ANNUAL CHANCE FLOOD MAP.
- THE SUBDIVISION IS SUBJECT TO THE CITY'S PREDEVELOPMENT ORDINANCE, SECTION 4.01 OF THE CITY OF BUDA HAYES DEVELOPMENT CODE. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BUDA HAYES DEVELOPMENT CODE. UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BUDA HAYES DEVELOPMENT CODE. UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BUDA HAYES DEVELOPMENT CODE. UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BUDA HAYES DEVELOPMENT CODE.
- THE REPLAT IS SUBJECT TO ORDINANCES OF THE CITY OF BUDA REGARDING FLOOD DAMAGE. THE BARRIER AND/OR REMEDIATION OF THE FLOOD DAMAGE IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF BUDA SHALL NOT BE RESPONSIBLE FOR THE FLOOD DAMAGE. THE BARRIER AND/OR REMEDIATION OF THE FLOOD DAMAGE IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF BUDA SHALL NOT BE RESPONSIBLE FOR THE FLOOD DAMAGE.

STATE OF Texas KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF Buda

OWNER'S CERTIFICATION:
I, Raymond E. Eggleston, OWNER OF 1.889 ACRES, MORE OR LESS, ALL OF LOT 7A, AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE, A SUBDIVISION IN THE CITY OF BUDA, TEXAS, ACCORDING TO MAP OR PLAT RECORDED IN BOOK 14, PAGE 338, PLAT RECORDS OF HAYS COUNTY, TEXAS, CONVEYED TO ME AS DOCUMENT NO. 2004-0001, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ESTATE DEVELOPMENT, L.L.C., OWNER OF 6.600 ACRES, MORE OR LESS, ALL OF LOT 6, BLOCK "B", CABELA'S SECTION THREE, A SUBDIVISION IN THE CITY OF BUDA, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN BOOK 14, PAGE 331, PLAT RECORDS OF HAYS COUNTY, TEXAS, CONVEYED TO ME AS DOCUMENT NO. 2004-0002, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY REDEVELOP AND SUBDIVIDE THE TRACT AS SHOWN AS:

REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE, CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE.

AND DO HEREBY DEVOLVE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SUBJECT TO ANY EASEMENTS ALREADY GRANTED AND NOT REVOKED.

Raymond E. Eggleston 3/7/2004
DATE

RAYMOND E. EGGLESTON, L.L.C.
12 WEST HERRINGTON
MOUNTAIN VIEW, TEXAS

John C. Hester 8/1/2004
DATE

JOHN C. HESTER, REPRESENTATIVE
ESTATE DEVELOPMENT, L.L.C.
MOUNTAIN VIEW, TEXAS

STATE OF Texas KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF Buda

I, Charles R. Cabela, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE, CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE, WAS APPROVED BY THE CITY OF BUDA, TEXAS, ON THIS 15th DAY OF SEPTEMBER, 2004, IN ACCORDANCE WITH ALL REQUIREMENTS OF THE HAYES DEVELOPMENT CODE OF THE CITY OF BUDA.

WITNESSED MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS, ON THIS 15th DAY OF SEPTEMBER, 2004.

Charles R. Cabela
COUNTY CLERK
HAYS COUNTY, TEXAS



STATE OF Texas KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF Buda

I, Charles R. Cabela, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE, CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE, WAS APPROVED BY THE CITY OF BUDA, TEXAS, ON THIS 15th DAY OF SEPTEMBER, 2004, IN ACCORDANCE WITH ALL REQUIREMENTS OF THE HAYES DEVELOPMENT CODE OF THE CITY OF BUDA.

WITNESSED MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS, ON THIS 15th DAY OF SEPTEMBER, 2004.

Charles R. Cabela
COUNTY CLERK
HAYS COUNTY, TEXAS



FLOOD PLAN NOTE:
NO PORTION OF THE TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF THE 100 YEAR FLOOD INSURANCE RATE MAP (FIRM) NUMBERED 13084C, DATED SEPTEMBER 2, 2004. THE TRACT FALLS WITHIN ZONE "X". FLOOD ELEVATIONS TO BE CHECKED ON THE 100 YEAR ANNUAL CHANCE FLOOD MAP.

EASEMENT NOTE:
ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCE, TREE, BUSHES, OTHER GROWING OR UNGROWING WHICH IN ANY WAY OBSTRUCTS OR INTERFERES WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS OR BENEVOLENT RIGHTS ON THE PLAT FOR THE PURPOSE OF SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY AND ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO TAKE SUCH OF ANY AND ALL BUSHES AND TREES AND FROM SAID BUSHES AND TREES FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, AND ACCORDING TO THE REQUIREMENTS OF ANY AND ALL PUBLIC UTILITIES WITHOUT THE NECESSITY AT ANY TIME OF PROVIDING THE PERMISSION OF ANYONE. EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS. THE CITY CAN MOVE TREES OR ANY OTHER IMPROVEMENTS AND DOES NOT HAVE THE RESPONSIBILITY TO REPLACE THEM.

EXHIBIT "B"
EASEMENT AREA

.....



SPOT ON SURVEYING
Land Surveying & Mapping

**0.037 ACRES OUT OF LOT 7C, BLOCK B,
METES AND BOUNDS DESCRIPTION**

BEING A 0.037 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE STEPHEN V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5, IN THE CITY OF BUDA, HAYS COUNTY, TEXAS, SAID 0.037 ACRE TRACT BEING A PORTION OF LOT 7C, BLOCK B, OF REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE, CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE, ACCORDING TO THE MAP OR PLAT RECORDED AS DOCUMENT NO. 22019230, OFFICIAL, PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.037 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found chiseled "+" in concrete, said point being accepted as the most Easterly corner of Lot 7B, Block B, of said Replat of Lot 7A, Block "B", Amended Plat of Lots 5 and 7, Establishing Lots 5A and 7A of Cabela's Section Three and Lot 6, Block "B", Cabela's Section Three, Creating Lots 7B and 7C, Cabela's Section Three, also being accepted as the Southwesterly corner of Lot 5A, Block "B", Amended Plat of Lot 5 and 7, Establishing Lots 5A and 7A of Cabela's Section Three according to the map or plat recorded in Volume 14, Page 339, (P.R.H.C.TX.) and being accepted as the Northwesterly corner of said Lot 7C, for the most Northerly corner hereof;

THENCE S 09° 24' 23" W, 169.04 feet leaving the Southerly limits of said Lot 5A and the Easterly limits of said Lot 7B, through the interior of said Lot 7C to a calculated point of intersection in the common Northerly Right of Way limits of Old San Antonio Road, 60.00 feet wide and the Southerly limits of said Lot 7C, for the Southeasterly corner hereof, said point being the beginning of a curve concave Southwesterly, having a radius of 560.00 feet;

THENCE Northwesterly with said curve to the left through an interior angle of 01° 56' 39" an arc distance of 19.00 feet, with the common Northerly Right of Way limits of said Old San Antonio Road and the Southerly limits of said Lot 7C, having a chord bearing and distance of N 82° 31' 02" W, 19.00 feet to a set 5/8" iron rod with cap stamped "SPOT ON SURVEYING", said point being set as the common Southeasterly corner of said Lot 7B and the Southwesterly corner of said Lot 7C, for the Southwesterly corner hereof;

THENCE N 15° 47' 34" E, 170.74 feet leaving the Northerly Right of Way limits of said Old San Antonio Road, with the common limits of said Lot 7B and said Lot 7C to the POINT OF BEGINNING hereof, containing a calculated area of 1,604.18 sq. ft. or 0.037 acres of land more or less. Said field notes being described in accordance with a survey made on the ground by me or under my direction and Exhibit "B" Survey Sketch prepared by Spot On Surveying attached hereto and made a part hereof. All bearings are based on NAD 83 Texas State Plane Coordinate System, South Central Zone, ground distances.

Scott A. Hahn, RPLS 6375
Spot On Surveying, Inc. – Firm No. 10193894
614 Jerrys Ln., Buda TX. 78610
SOS J/N: 0048-21-015



July 01, 2022

Date

EXHIBIT "B" SURVEY SKETCH

SHEET 2 OF 2 SHEETS

BEING 0.037 ACRES OUT OF LOT 7C, BLOCK B, OF THE REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE, CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE ACCORDING TO THE MAP OR PLAT RECORDED AS DOCUMENT NO. 22019230, O.P.R.H.C.TX. IN THE CITY OF BUDA, HAYS COUNTY, TEXAS

MONUMENT LEGEND / NOTES:

O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.TX. = PLAT RECORDS, HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING

AUSTIN TELCO FEDERAL CREDIT UNION
DOCUMENT NO. 2008-80023390
VOLUME 3456, PAGE 669
O.P.R.H.C.TX.
LOT 5A, BLOCK "B"
AMENDED PLAT OF LOTS 5 AND 7,
ESTABLISHING LOTS 5A AND 7A OF
CABELA'S SECTION THREE
VOLUME 14, PAGE 339
P.R.H.C.TX.

LOT 7B, BLOCK "B"
REPLAT OF LOT 7A, BLOCK "B",
AMENDED PLAT OF LOTS 5 AND 7,
ESTABLISHING LOTS 5A AND 7A
OF CABELA'S SECTION THREE AND
LOT 6, BLOCK "B",
CABELA'S SECTION THREE,
CREATING LOTS 7B AND 7C,
CABELA'S SECTION THREE
DOCUMENT NO. 22019230
O.P.R.H.C.TX.

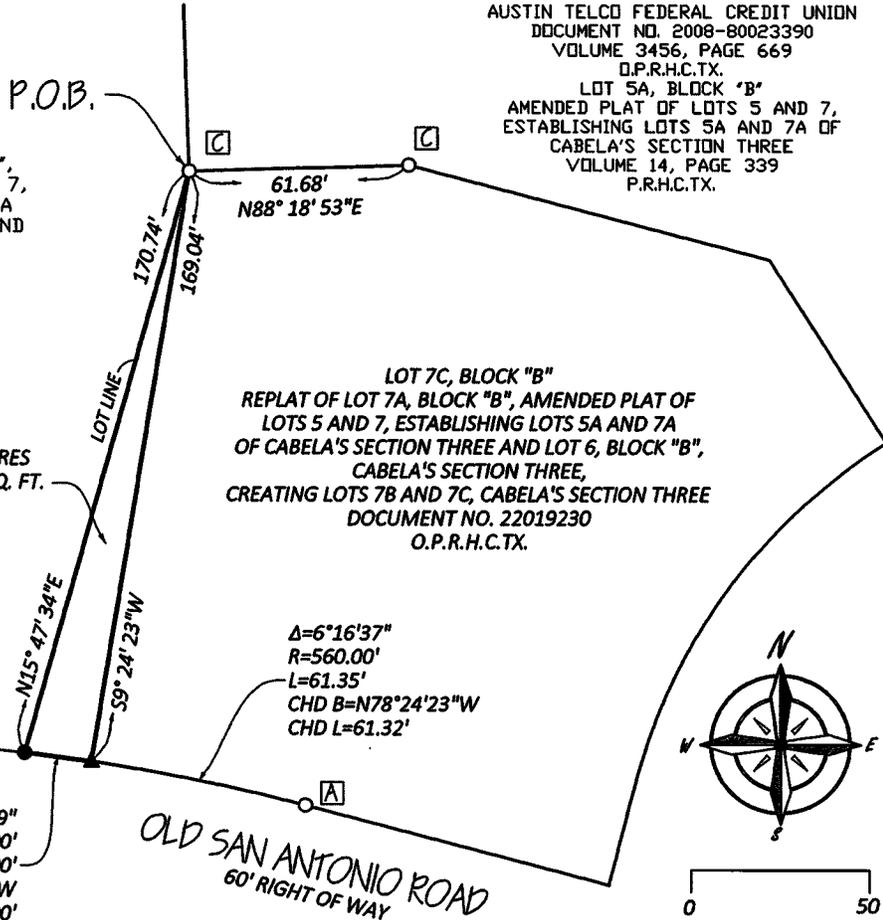
LOT 7C, BLOCK "B"
REPLAT OF LOT 7A, BLOCK "B", AMENDED PLAT OF LOTS 5 AND 7, ESTABLISHING LOTS 5A AND 7A OF CABELA'S SECTION THREE AND LOT 6, BLOCK "B", CABELA'S SECTION THREE, CREATING LOTS 7B AND 7C, CABELA'S SECTION THREE DOCUMENT NO. 22019230 O.P.R.H.C.TX.

0.037 ACRES
1604.18 SQ. FT.

$\Delta=8^{\circ}13'17''$
 $R=560.00'$
 $L=80.35'$
CHD B=N87°36'00"W
CHD L=80.28'

$\Delta=6^{\circ}16'37''$
 $R=560.00'$
 $L=61.35'$
CHD B=N78°24'23"W
CHD L=61.32'

$\Delta=1^{\circ}56'39''$
 $R=560.00'$
 $L=19.00'$
CHD B=N82°31'02"W
CHD L=19.00'



LINETYPE LEGEND:

———— EASEMENT BOUNDARY
———— BOUNDARY
———— RIGHT OF WAY

MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- = FOUND 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING".
- ▲ = CALCULATED POINT
- Ⓐ FOUND IRON ROD WITH CAP STAMPED "DOUCET & ASSOC."
- Ⓑ FOUND IRON ROD WITH CAP - ILLEGIBLE.
- Ⓒ FOUND CHISELED "*" IN CONCRETE.

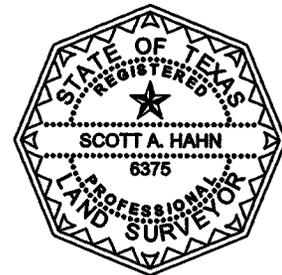
BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A", SHEET 1 ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

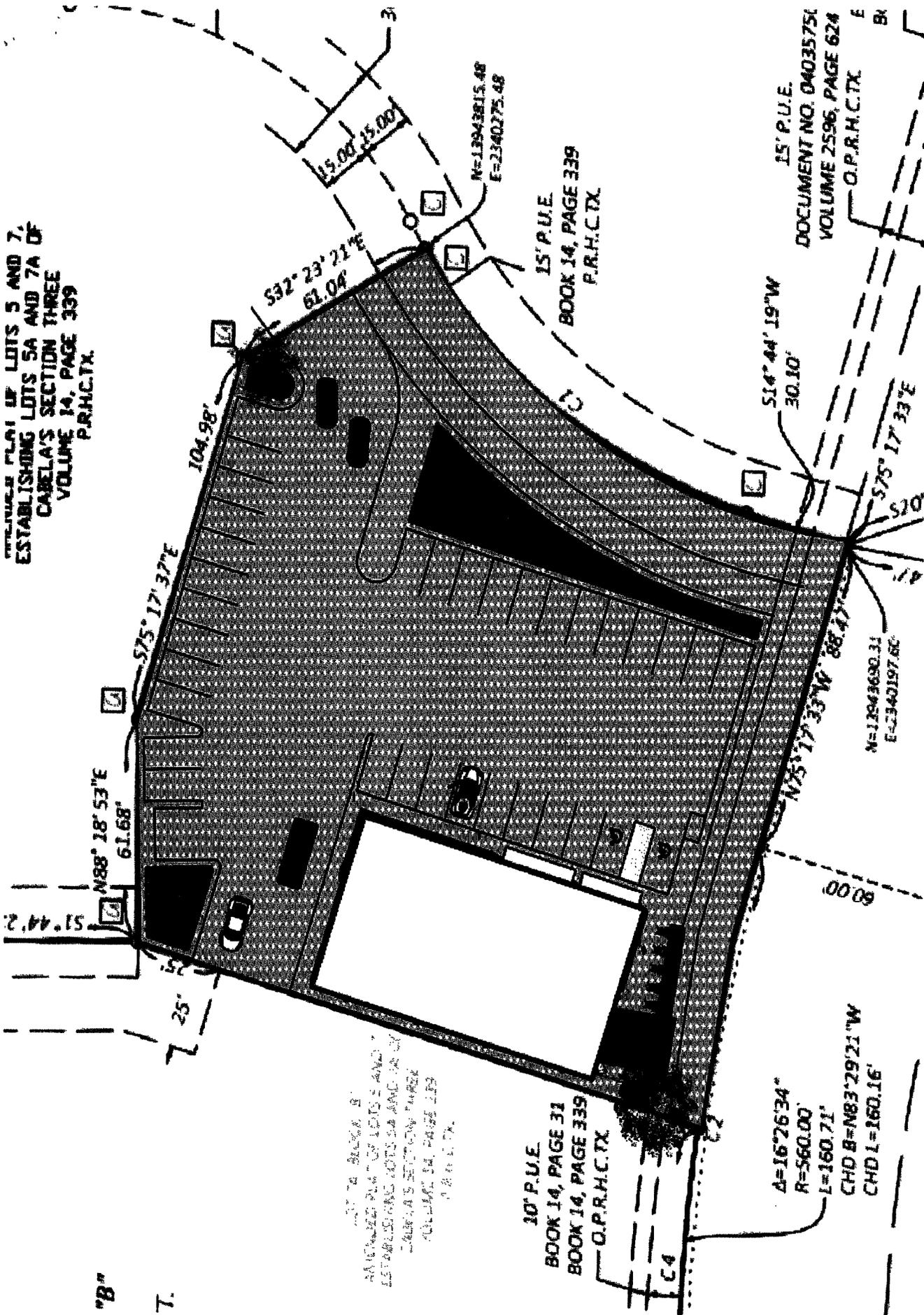
[Signature] JULY 01, 2022
DATE
SCOTT A. HAHN
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRYS LANE
BUDA, TX. 78610



www.spotonsurveying.com

SOS J/N:0048-21-015

RETRACT PLAN OF LOTS 5 AND 7,
ESTABLISHING LOTS 5A AND 7A OF
CABELA'S SECTION THREE
VOLUME 14, PAGE 339
P.R.H.C.TX.



"B"

T.

... TO BOOK B
AN INDETERMINATE PART OF LOTS 5 AND 7
ESTABLISHING LOTS 5A AND 7A OF
CABELA'S SECTION THREE
VOLUME 14, PAGE 339
P.R.H.C.TX.

10' P.U.E.
BOOK 14, PAGE 31
BOOK 14, PAGE 339
O.P.R.H.C.TX.

A=16'26.34"
R=560.00'
L=160.71'
CHD B=N83°29'21"W
CHD L=160.16'

60.00'

N=13943690.31
E=2340197.60

3 FEET
5/8" DIA
575°17'37"E

514°44'19"W
30.10'

15' P.U.E.
DOCUMENT NO. 04035751
VOLUME 2596, PAGE 624
O.P.R.H.C.TX.

15' P.U.E.
BOOK 14, PAGE 339
P.R.H.C.TX.

N=13943815.48
E=2340275.48

S32°23'21"E
61.04'

104.98'

S75°17'37"E

N88°18'53"E
61.68'

S1°44'2"

7'-25"

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22033402 AGREEMENT
07/07/2022 09:17:28 AM Total Fees: \$79.25

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

